

Project Manual

SECOND FLOOR RENOVATIONS COLLEGE HILL WATER TREATMENT PLANT

**City of Lynchburg, Virginia
Department of Public Works**

February 2004



**Financial Services
Procurement Division
P.O. Box 60
Lynchburg, VA 24505
Telephone (434) 455-3962
Fax (434) 845-0711**

MEAD Project No. 262-154

SET NO. _____

Project Manual

City Contact During Bid Phase:

Mr. Raleigh J. Motley
CITY OF LYNCHBURG
P.O. Box 60, City Hall
Lynchburg, Virginia 24505
Phone: 434/455-3964
Fax: 434/845-0711

Contract Administrator of Project:

Mr. Roger Blankenship
CITY OF LYNCHBURG
College Hill Water Treatment Plant
525 Taylor Street
Lynchburg, Virginia 24501
Phone: 434/847-1322, Ext. 234
Fax: 434/845-7353

Project Administrators/Engineers:

MASTER ENGINEERS AND DESIGNERS, P.C.
2940 Fulks Street, P.O. Box 2239
Lynchburg, Virginia 24501
Contact: Mr. Christopher L. Snyder
Phone: 434/846-1350
Fax: 434/846-1351

Architect:

DAVID GILES, INC.
353 South Main Street
Amherst, Virginia 24521
Contact: Mr. David Giles, AIA
Phone: 434/946-2100
Fax: 434/946-0637

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ADVERTISEMENT FOR BIDS

The City of Lynchburg will receive sealed bids in the Procurement Division Office, 3^d Floor, City Hall, 900 Church Street, Lynchburg, VA for the SECOND FLOOR RENOVATIONS, COLLEGE HILL FILTER PLANT, on Wednesday, March 3, 2004 until 3:00 p.m. local prevailing time. Bids will then be publicly opened and read in the Bid Room adjacent to the Procurement Office.

The project consists of all labor and materials required for the renovation of office areas on the second floor to include: addition of air conditioning, replacement of ceilings and associated components. New partitions, doors and finishes will be included.

Plans, specifications, and contract documents are open to public inspection at the office of the Director of Engineering, 2^d Floor City Hall, the Office of Master Engineers and Designers, P.C., Lynchburg, VA; Dodge Plan Room, Richmond and Roanoke, VA; and Valley Construction News, Roanoke, VA.

Contract documents, including plans, may be accessed, viewed, and printed from the City's website at www.lyncburgva.gov/procurement. Hard copies of contract documents, including plans and specifications, may be obtained from Master Engineers and Designers, P.C., 2940 Fulks Street, Lynchburg, VA 24501 (434/846-1350) upon receipt of a non-refundable check or money order in the amount of Seventy-Five Dollars (\$75.00) for each set.

A Pre-bid Conference will be held on Wednesday, February 18, 2004 at 10 a.m. at the site of the project, College Hill Water Filter Plant, 525 Taylor Street, Lynchburg, Virginia. Phone: (434) 847-1322, Ext. 234. Attendance at the Pre-bid Conference is not mandatory, but is highly recommended for all potential bidders.

Bidders must be licensed as contractors in the Commonwealth of Virginia in accordance with Chapter 11, Title 54.1, Code of Virginia (1950) as amended and meet requirements of Title 11, Chapter 7, Paragraph 11.51, Employment Discrimination Prohibitions and Paragraph 11.51.1, Drug Free Workplace. Each bidder shall place on the outside of the envelope containing his bid and in his bid under his signature, the following notation: "Registered Virginia Contractor No. _____."

ADVERTISED: _____

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 1.0 To be valid for consideration, bids must be completed and submitted in accordance with these Instructions to Bidders.
- 2.0 Bidding Documents will be provided as indicated in the Advertisement for Bids.
- 3.0 Contractors Representations: By entering into this contract with the Owner, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents.
 - 3.01 That he is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by him;
 - 3.02 That he is financially solvent, able to pay his debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract;
 - 3.03 That he is familiar with all Federal, State, and Local Government laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein;
 - 3.04 That such temporary and permanent work required by the Contract Documents which is to be done by him will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
 - 3.05 That he has carefully examined the Contract Documents and the site of the Work and that from his own investigations, he has satisfied himself and made himself familiar with: (1) the nature and location of the Work, (2) the character, quality and quantity of materials likely to be encountered, including, but not limited to, all structures and obstructions on or at the project site, both natural and man-made; (3) the character of equipment and other facilities needed for the performance of the Work, (4) the general and local conditions including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work;
 - 3.06 That he will fully comply with all requirements of the Contract Documents;
 - 3.07 That he will perform the Work consistent with good workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the Owner;
 - 3.08 That he will furnish efficient business administration, an experienced superintendent, and an adequate supply of workmen, equipment, tools and materials at all times;
 - 3.09 That he will complete the Work within the Contract Time and within Contract Milestones;
 - 3.10 That his Contract price is based upon the materials, systems and equipment required by the Contract Documents, without exception; and

- 3.11 That he has satisfied himself as to the feasibility and correctness of the Contract Documents for the construction of the Work.
- 4.0 Examination of Bid Documents and Site:
- 4.01 Before submitting bids, each bidder must examine Bid Documents thoroughly; familiarize himself with Federal, State, and Local Laws, ordinances, rules, and regulations affecting the work; and correlate his observations with requirements of the Bid Documents.
- 4.02 Bidders are expected to visit the site of the project to alert themselves to local and special conditions which may be encountered during construction of the project such as: labor and transportation, handling and storage of materials, the availability of materials, and site access. Failure to make such investigations shall not relieve the successful bidder from performing and completing the work in accordance with the Contract Documents. An inspection trip to the site for prospective bidders will be made.
- 4.03 A Pre-Bid Conference will be held at the time, date and place stated in the Advertisement for Bids. Items questioned will be clarified by addenda to the Bid Documents.
- 5.0 Interpretations:
- 5.01 No oral interpretations of the Bid Documents will be made to any bidder. To be given consideration, requests for interpretations must be received in time to allow preparation of written response at least five (5) days prior to date fixed for opening of bids. Interpretations will be issued in the form of written addenda to the Bid Documents and mailed to all parties recorded as having received Bid Documents, prior to scheduled opening of bids. Only interpretations by formal written addenda will be binding.
- 5.02 Whenever there are discrepancies between Drawings or between the Drawings and Specifications, or conflicts within the Specifications, and such discrepancy is not called to the Engineer's attention in time to permit clarification by Addendum, the bidder shall base his bid upon providing the better quality or greater quantity of work or material called for, shall submit a written statement with his proposal noting such discrepancies, and shall so furnish and install such better quality or greater quantity unless otherwise ordered in writing.
- 5.03 All communications in regard to interpretations and any other matters related to this project shall be addressed to Raleigh J. Motley, Procurement Division, 900 Church Street, Lynchburg, Virginia 24505. Telephone 434/455-3964, Fax 434/845-0711.
- 6.0 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to the Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.
- 7.0 Bid Submission:

- 7.01 Submit bids in DUPLICATE using forms furnished and fill in all blank spaces on the form. Repeat notation "Contractor's Current Virginia License No. _____" and bidder's name and address on outside of sealed inner envelope containing bid and bid security, and place this envelope within another envelope addressed to:

Mr. Raleigh J. Motley
City of Lynchburg
Purchasing Division, 3rd Floor, City Hall
P.O. Box 60
Lynchburg, Virginia 24504

- 7.02 The inner and outer envelope shall have noted thereon:

"Second Floor Renovations
College Hill Water Filter Plant
Department of Public Works"

- 7.03 Each bid must be accompanied by a Bid Bond payable to the Owner as stated in Section 8.0 herein.
- 7.04 Receipt deadline for bids shall be as stated in Advertisement for Bids. No bidder shall withdraw, modify, or cancel any part of his bid for the number of days stated on the Bid Form following this date and time except as provided by Code of Virginia, Section 2.2-4330. Bids received after the time and date specified in the Advertisement for Bids will not be considered, but will be returned unopened.
- 7.05 Bids will be opened publicly in accordance with Advertisement for Bids.
- 7.06 Modification and Withdrawal of Bids: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.
- 7.07 Withdrawal of Bids After Date for Submission: In accordance with Procedure (1) of Section 2.2-4330 (I) of the Code of Virginia, the bidder will have two (2) business days after the opening of bids within which to claim his right to withdraw a bid and shall submit original work papers with such notice. The work papers or bid documents may be considered as trade secrets or proprietary information subject to the conditions of subsection F 2.2-4342 Code of Virginia. In addition the following shall apply:
- A. No bid shall be withdrawn under the above section when the results would be the awarding of the contract on another bid of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
 - B. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
 - C. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

8.0 Bonds and Damages:

- 8.01 Each bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the bid. The Bid Bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
- 8.02 A Performance Bond and Payment Bond, each in the amount of 100 percent (100%) of the contract price with a corporate surety approved by the Owner will be required for the faithful performance of the contract.
- 8.03 Attorney-in-fact who signs Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.
- 8.04 The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date the Agreement is delivered to the bidder. In case of failure of the bidder to execute the Agreement, the Owner may at his option consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- 8.05 The Owner, within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

9.0 Contract Time and Liquidated Damages

- 9.01 It is anticipated that the Notice to Proceed / Intent to Award the Contract will be issued within 48 hours of receipt of bids.
- 9.02 Provided there are no delays in the preparation and execution of the formal contract agreement, each bidder shall be prepared to commence work within ten (10) calendar days following the date of the Intent to Award / Notice to Proceed.
- 9.03 Contractor shall stipulate on his Bid Form, the number of consecutive calendar days he anticipates to complete the Project. The Owner reserves the right to consider this time in the award of the Contract.
- 9.04 For the failure of the Contractor to substantially complete the project within the time stated in the Bid, the Contractor shall pay to the Owner, as damages, the sum of \$100.00 per day for each day thereafter that the Date of Substantial Completion is delayed in accordance with the Contract Agreement.

10.0 Award of Contract:

- 10.01 The award of the Contract will be to the responsible bidder submitting the lowest Base Bid whose qualifications indicate the award will be in the best interest of the Owner and whose Bid meets the prescribed requirements.

- 10.02 Owner reserves the right to reject any and all Bids and waive any and all informalities and the right to disregard all nonconforming or conditional Bids or counter-proposals.
- 10.03 Unless canceled or rejected, a responsive Bid from the lowest responsible bidder shall be accepted as submitted, except that if the Bid from the lowest responsible bidder exceeds available funds, pursuant to Section 18-158 of the Lynchburg Procurement Ordinance, the Owner may negotiate with the apparent low bidder to obtain a Contract Price within available funds.
- A. Procedures for Negotiations: If the Owner wishes to negotiate with the apparent low bidder to obtain a Contract Price within available funds, negotiations shall be conducted in accordance with the following procedures:
- (1) The Using Agency shall provide to the City's Purchasing Agent a written determination that the apparent low Bid exceeds available funds. Said determination shall be confirmed in writing by the City's Purchasing Agent or his designee. The Using Agency shall also provide the appropriate Purchasing Agent with a suggested reduction in Scope for the proposed purchase.
 - (2) The Purchasing Agent shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further suggest a reduction in Scope from the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in Scope.
 - (3) Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a Contract within available funds shall be permissible.
 - (4) The lowest responsible bidder shall submit an Addendum to its Bid, which Addendum shall include: the change in Scope for the proposed purchase, the reduction in price, and the new contract value.
 - (5) If the proposed Addendum is acceptable to the Owner, the Owner may award a Contract within funds available to the lowest responsible bidder based upon the amended Bid Proposal.
 - (6) If the Owner and the lowest responsible bidder cannot negotiate a Contract within available funds, all bids shall be rejected.
- 10.04 Disadvantaged Business Enterprise Plan:
- A. Policy Statement: It is the policy of the City of Lynchburg to use Disadvantaged Business Enterprises (DBE's) wherever possible in contracting. This commitment can be demonstrated by the effort taken in the development of the City's Disadvantaged Business Enterprise Plan and in correspondence in the City's files stating such position.
- B. List of procedures to ensure an opportunity to DBE's:
- (1) The following procedures will be used by the City of Lynchburg to obtain Disadvantaged Business Enterprise participation:

- (2) Advertise 30 days before bids or proposals are requested. It should be noted that some projects may be advertised less than 30 days due to certain circumstances.
 - (3) Provide written notice to DBE's that their interest in a proposed contract is solicited, with invitation to attend Pre-Bid Meetings.
 - (4) Maintain a list of DBE's to be contacted.
- C. Designation of Sponsor's Liaison Office:
- (1) The following office has been assigned the responsibility to manage and implement the Disadvantaged Business Enterprise Program:

Title: Community Development Contracts Office
Address: City Hall, Dept. of Community Planning and Development
P.O. Box 60
Lynchburg, Virginia 24505
Telephone: 434/847-1671
- D. Policy on the use of the Community Organization for Minority Economic Development.
- (1) The City will suggest to all Prime Contractors that they contact Melva Walker at (434) 847-1508 to obtain assistance in contacting small and minority businesses.
- E. Disadvantaged Business Enterprise Directory Availability:
- (1) An up-to-date DBE Directory is available from the Liaison Officer and will be provided to all bidders and proposers upon request.
- F. Selection Criteria to Emphasize DBE Goals:
- (1) Selection of successful project contractors will include a consideration of cost and a serious evaluation of whether the competitor has conscientiously attempted to meet DBE goals. A requirement of the Contract Agreement will be that genuine concerted effort shall be made to use DBE's wherever possible.
- G. Employment Discrimination by Contractor Prohibited:
- (1) During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contract. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will not discriminate against and will make reasonable efforts to accommodate disabled persons as required by the Americans with Disabilities Act. The Contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal Law, Rules or Regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

- (2) The Contractor will include the provisions of the foregoing paragraphs in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

- 10.05 DBE Statement: Bidders shall acknowledge the statement regarding Disadvantaged Business Enterprises on the Bid Form.
- 10.06 Equal Opportunity Report Statement: Bidders shall complete the Equal Opportunity Report Statement attached to the Bid Form.
- 10.07 Certification of Nondiscrimination and Anti-Collusion Statement: Bidders shall complete the Certification of Nondiscrimination and Anti-Collusion Statement attached to the Bid Form. Failure to sign and notarize this Statement may result in rejection of the Bid.
- 10.08 Qualifications Form: Bidders shall complete the Qualifications Form attached to the Bid Form. Failure to do so may result in rejection of the Bid.
- 10.09 Submission of Post-Bid information shall be in accordance with the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

Mr. Raleigh J. Motley
Purchasing Division
P.O. Box 60
3rd Floor City Hall
Lynchburg, Virginia 24504

Gentlemen:

The undersigned, having visited and examined the Site and having carefully studied the Drawings and Project Manual for the SECOND FLOOR RENOVATIONS, COLLEGE HILL WATER FILTER PLANT, LYNCHBURG, VIRGINIA hereby proposes to furnish all plant, labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the Drawings and Project Manual dated February, 2004 together with Addenda numbered _____, issued during bidding period and hereby acknowledged, subject to the terms and conditions of the Agreement for the lump sum of:

TOTAL BASE BID: _____
_____ Dollars (\$_____)

The Base Bid is founded upon furnishing equipment and materials of specified manufacturers. Substitute equipment or materials of other manufacturers may be offered for consideration in accordance with Division 1 - General Requirements.

It is understood and agreed that the Owner, in protecting his best interest, reserves the right to reject any or all bids, or accept any Bid at the Base Bid Price whereupon the Contractor shall furnish equipment and materials as specified.

We are properly equipped to execute work of the character and extent indicated by the bidding documents and so covered by this Bid and will enter into Agreement for the execution and completion of the work in accordance with the Drawings and Project Manual and this Bid. We further agree that if awarded the Contract, we will commence the work within ten (10) days of receipt of the Intent to Award and prosecute the work and all obligations in not more than _____ (_____) consecutive calendar days.

We agree to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each consecutive calendar day that the Work is not substantially complete within the above referenced time.

Enclosed herewith is the following Security, offered as evidence that the undersigned will enter into Agreement for the execution and completion of the work in accordance with the Drawings and Project Manual:

Certified Check for the Sum of _____
Name of Bank: _____
Bidder's Bond in Amount of _____
Bond Issued By: _____

This Firm assures that it will give its best efforts to use Disadvantaged Business Enterprises wherever possible. We understand selection of successful bidder will include a consideration of cost and evaluation of whether the bidder has conscientiously attempted to use DBE's. A requirement of the Contract Agreement will be that a genuine concerted effort will be made to utilize DBE's wherever possible. Attached herewith is the completed Equal Opportunity Report Statement.

The undersigned further agrees that in case of failure on his part to execute the said Agreement within ten (10) consecutive calendar days after receipt of the Agreement, the monies payable by the securities accompanying this Bid shall be paid to the City of Lynchburg, Virginia as liquidated damages for such failure; otherwise, the securities accompanying this Bid shall be returned to the undersigned.

Attached herewith is a Certification of Non-Discrimination and Anti-Collusion. Failure to sign and notarize this statement may result in rejection of the Bid.

Attached herewith is a completed Qualifications Report which includes the information requested for the past three (3) years.

The undersigned further agrees to fulfill all requirements of State, Federal, and Municipal laws which may be applicable to this project.

Further, if determined to be the successful bidder, the below signed elects to utilize the escrow account procedure in accordance with the "Escrow Agreement", a copy of which is included in these Contract Documents:

Yes:_____ No:_____

In the event the successful bidder elects to use the escrow account procedure, the "Escrow Agreement" form shall be executed and submitted to the City of Lynchburg, Economic Development Office, within fifteen (15) calendar days after notification of award. If the "Escrow Agreement" form is not submitted within the fifteen-day period, the Contractor shall forfeit his rights to the use of the escrow account procedure.

This Bid is subject to acceptance within a period of 90 days from this date:

Respectfully Submitted,

Date: _____	_____
	(contractor)
Contractor's Current Virginia License No.: _____	By: _____
Code: _____	(signature)
Telephone No.: _____	_____
	(typed/printed name & title)
Fax No.: _____	_____
e-mail: _____	_____
	(address)

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (proposer) shall complete the following statement by checking the appropriate statement.

The Bidder (proposer) has _____ has not _____ participated in a previous contract subject to the non-discrimination clause prescribed by Executive Order 10925, dated March 6, 1961, or Executive Order 11114 dated June 22, 1963.

In conjunction with the City of Lynchburg's policy to utilize Disadvantaged Business Enterprises wherever possible, the Bidder (proposer) has solicited quotations for labor, material, and/or services from the following:

<u>NAME OF FIRM</u>	<u>PERSON(S) CONTACTED</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Of those listed above, we intend, at this time, to utilize the following in the completion of the work required by this contract:

"This firm assures that it will give its best efforts to utilize Disadvantaged Business Enterprises wherever possible."

CERTIFIED BY: _____
(signature)

(typed/printed name & title)

BIDDER=S NAME: _____

ADDRESS: _____

IRS NUMBER: _____

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____(corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____(seal)

Acknowledged before me this _____ day of _____

Notary Public

My commission expires: _____

The bidder shall state here what previous Municipal type work he has performed similar to that contemplated in this Contract, and give references that will afford the City of Lynchburg an opportunity to judge his experience and skill. *List five (5) projects of similar size and dollar value completed within the last three (3) years.*

[illegible]

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

Check one: Limited liability company

 Limited liability partnership

 Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

Yes No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business: _____

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

END OF BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto _____ as
Owner, in the penal sum of _____
DOLLARS (\$ _____) for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of
_____, 20____. The condition of the above obligation is such that whereas the Principal has
submitted to _____ a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the
(project:) _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper offices, the day and year first set forth above.

(Principal) (L.S.)

(Surety)

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONSTRUCTION AGREEMENT OR CONTRACT

This Agreement made and entered into on the _____ day of _____, 20____, by and between _____, party of the first part, hereinafter referred to as Contractor, and the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1). That the Contractor shall furnish all labor, materials, tools, and equipment and perform all work in manner and form as contained in the Project Manual and Drawings, dated _____ for the (project): _____ and all other specifications as referenced in these documents.

2). That the Contractor shall commence work within ten (10) days after award of the Contract and Notice to Contractor to Proceed with the work under contract, and shall substantially complete the work within _____ consecutive calendar days. Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay one hundred dollars (\$100.00) for each day that expires after the time specified for completion. If the Contractor is subject to liquidated damages, the City has the right to withhold the liquidated damages from the Contractor's regular payments or retainage.

3). The Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, as follows:

The lump sum of _____ Dollars
(\$_____).

4). The Owner shall make partial payment on a monthly basis to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.

5) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 90 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6). It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and

amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

7). Contractor agrees to fulfill all requirements of State, Federal, and Municipal laws which may be applicable to this project.

This Agreement is executed in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

IN WITNESS WHEREOF, _____ has caused its name to be subscribed to this Agreement by _____, its _____, and its corporate seal to be hereunto affixed and attested by _____, its _____, said officers being duly authorized therefore; and the City of Lynchburg has caused its name to be hereunto subscribed by Kimball Payne, its City Manager, and its corporate seal to be hereunto affixed and attested by Patricia Kost, its Clerk of Council, said officers being duly authorized therefore, all as to the day and year first above written.

(SEAL)

ATTEST:

(Contractor)

BY: _____

(SEAL)

ATTEST:

Clerk of Council

CITY OF LYNCHBURG

BY: _____
City Manager

APPROVED:

City Engineer

APPROVED:

City Attorney

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Hereinafter called the Principal) and _____
(Hereinafter called the Surety) are held and firmly bond unto the City of Lynchburg, a Municipal
Corporation of the Commonwealth of Virginia (Hereinafter called the Owner) in the penal sum of

_____ DOLLARS (\$ _____) for
the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for
the faithful performance of a certain written contract, dated the _____ day of _____, 20____,
entered into between the Principal and City of Lynchburg, for _____
_____(project).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the contract in all respects on his or its part and shall fully pay all obligations incurred in connection with the performance of such contractor on account of labor and materials used in connection therewith and all such obligations of every form, nature, and character, and shall save harmless the Owner from any and all liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of such contract on the part of the Principal or other such liability resulting from negligence or otherwise on the part of the Principal, and further shall save harmless the Owner from all costs and damage which may be suffered by reason of the failure of the Principal to fully and completely perform said contract, and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in connection with making good any and every default which may exist on the part of the Principal in connection with the performance of said contract; and further that if the Principal shall pay all lawful claims of all persons, firms, partnerships or corporations for labor performed and materials furnished in connection with the performance of the contract (we agreeing that failure so to do shall give such persons, firms, partnerships or corporations a direct right of action against either the Principal or Surety under this obligation, or both said Principal and Surety), then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated;

PROVIDED HOWEVER, that this bond is issued subject to the following conditions and privileges:

1. That no suit, action or proceeding by reason of any default whatever on the part of the Principal shall be brought on this bond after one year from the date on which final payment on the contract falls due;
2. That any alterations or additions which may be made under the contract or the work to be done under it or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrator, successors or assigns, from their liability hereunder, notice to the Surety of any such alterations, extensions or forbearances being expressly waived.

Executed in four counterparts.

IN WITNESS WHEREOF, _____, the Principal, has caused its name to be hereunto subscribed and its corporate seal to be hereunto affixed and duly attested by its proper officers heretofore duly authorized this _____ day of _____, 20____, and the Surety has caused its name to be hereunto subscribed and its seal affixed by its authorized Attorney-in-Fact.

BY: _____
President

(SEAL)

ATTEST:

Secretary

BY: _____
Attorney-in-Fact

Approved as to form and legality:

City Attorney

CITY OF LYNCHBURG

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by,
between and among the City of Lynchburg ("City"), _____
_____ ("Contractor"),

(Name of Bank)

(Address of Bank)

a trust company, bank, or savings and loan institution with its principal office located in the
Commonwealth of Virginia (hereinafter referred to collectively as "Bank"), and _____

_____ ("Surety") provides:

I.

The City and the Contractor have entered into a contract with respect to City.

Project No. and Name: _____

("the Contract"). This agreement is pursuant to, but in no way amends or modifies, the Contract.
Payments made hereunder or the release of funds from escrow shall not be deemed approval or
acceptance of performance by the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the
Contract, the City's Director of Finance is required thereby to retain certain amounts otherwise due the
Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts
held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be
deemed a part to, bound by, or required to inquire into the terms of, the Contract or any other instrument
or agreement between the City and the Contractor.

III.

The City shall from time to time pursuant to its contract pay to the Bank amounts retained by it under the
Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look
solely to the Bank for payment of funds retained under the Contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall
be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy,
garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge,
discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof,
except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the Director of Finance and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instruction of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the City,
- (4) Bonds of any political subdivision of the City, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates,
- (6) Any bonds, notes, or other evidences of indebtedness listed in Section (1) through (3) may be purchased pursuant to a repurchase agreement with a Bank, within or without the City having a combined capital, surplus and undivided profit of not less than \$25,000,000 provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100 percent of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the City's Director of Economic Development or the City Engineer, the Director of Finance or the City Accountant shall authorize the Bank to pay the principal of the fund,

or any specified amount thereof, to the account of the City of Lynchburg. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the City's Director of Economic Development or the City Engineer, the Director of Finance or the City Accountant shall authorize the Bank to pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

CITY OF LYNCHBURG

CONTRACTOR: _____

BY: _____
City Manager

BY: _____
Officer, Partner, or Owner (Seal)

SURETY: _____

BANK: _____

BY: _____
Attorney-in-fact (seal)

BY: _____

TITLE: _____

SECTION 00500 - STANDARD CONTRACT FORMS

The following AIA/NSPE/EJCDC Documents are incorporated in and become a part of this Project Manual to the same extent as if herein written out in full and shall be used for their respective purposes throughout the project.

	<u>Pages</u>
<u>Application and Certificate for Payment and Continuation Sheet</u> Completed AIA Documents G702 and G703, May 1992 Edition will be a part of this Contract.	1 - 2
<u>Affidavit of Payment of Debts and Claims, and Affidavit of Release of Liens</u> Completed AIA Documents G706 and G706A, April 1994 Edition will be a part of this Contract.	EACH - 1
<u>Standard General Conditions of the Construction Contract</u> NSPE Document 1910-8, 1990 Edition Will be a part of this Contract	1 - 44
<u>Construction Performance Bond</u> Completed EJCDC Document No. 1910-28A, 1990 Edition will be a part of this Contract	1 - 2
<u>Construction Payment Bond</u> Completed EJCDC Document No. 1910-28B, 1990 Edition will be a part of this Contract	1 - 2

Copies of AIA Documents are available from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, Telephone No.: 202/626-7300, FAX No.: 202/783-8247; or A&E Supply Company, 1400 North Boulevard, Richmond, Virginia 23230, Telephone No.: 804/355-8601 or 1-800/552-2702.

Copies of NSPE/EJCDC Documents are available from National Society of Professional Engineers, Orders Department, 1420 King Street, Alexandria, Virginia 22314, Telephone No.: 703/684-2800, FAX No.: 703/836-4875.

Copies are available for inspection during normal business hours at the office of the City Engineer and of Master Engineers and Designers, P.C., 2940 Fulks Street, Lynchburg, Virginia 24501.

END OF SECTION 00500

SECTION 00815 - SUPPLEMENTARY CONDITIONS

1.0 Supplements

- 1.01 These supplementary conditions amend or supplement the Standard General Conditions of the Construction Contract, NSPE Document 1910-8, 1990 Edition, and other provisions of the contract documents to the extent indicated. All provisions which are not so amended or supplemented remain in full force and effect.

2.0 Definitions

- 2.01 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.
- 2.02 Add to Article 1 - Definitions: "Completion" and "Substantial Completion" as these terms apply to Contract Time (Article 12), Completion (Article 14), Computation of the Time (Paragraph 17.2), and Contract Time and Liquidated Damages (Form of Agreement, Article 3) shall be the same.

3.0 Copies of Documents:

- 3.01 Modify Article 2.2 as follows: For construction purposes the Contractor will be issued, free of charge, the following documents:

Project Manuals - 5 Sets

Original Size Drawings - 5 Sets of Prints or 1 Set of Sepias

If the Contractor requires additional sets of documents during the construction period (above the number specified above), he may obtain them at the cost of reproduction.

4.0 Bonds

- 4.01 Add the following to Article 5, Paragraph 5.1.

A. The Contractor shall secure and provide all bonds called for in the General Conditions and Instructions to Bidders. All bonds shall be written by sureties or insurance companies licensed to do business in the Commonwealth of Virginia.

5.0 Insurance:

- 5.01 The Contractor shall purchase and maintain the insurance, covered by Article 5 of the General Conditions, in at least the following amounts:

5.02 Contractor's Comprehensive General Liability (Bodily Injury and Property Damage) shall be provided for the following minimum limits:

- A. Bodily Injury Liability 1,000,000 dollars single limit
- B. Property Damage Liability 1,000,000 dollars single limit
- C. The General Liability Insurance shall include the following minimum coverages:
 - (1) Comprehensive Form
 - (2) Premises - Operations
 - (3) Explosion and Collapse Hazard
 - (4) Underground Hazards
 - (5) Products/Completed Operations Hazard
 - (6) Contractual Liability Insurance
 - (7) Broad Form Property Damage, Including Completed Operations
 - (8) Independent Contractors (Contractor's Protective Liability)
 - (9) Personal Injury (All Insuring Agreements), Deleting the Employee Exclusion
 - (10) Owner's Protective Liability, Separate Policy in Name of Owner.

5.03 Contractor's Automobile Liability (Bodily Injury and Property Damage) shall be provided for the following minimum limits:

- A. Bodily Injury Liability 1,000,000 dollars each person
1,000,000 dollars each occurrence
- B. Property Damage Liability 1,000,000 dollars each occurrence
- C. The Automobile Liability Insurance shall include the following coverages:
 - (1) Comprehensive Form
 - (2) Owned
 - (3) Hired
 - (4) Nonowned

5.04 Excess catastrophe coverage shall be provided by the Contractor with a minimum limit of 3,000,000 dollars.

- 5.05 Contractor's Worker's Compensation Insurance as required by Federal, State, and Municipal laws for the protection of all contractors' employees working on or in connection with the project, including broad form all states and voluntary compensation coverages and employers' liability coverage.
- 5.06 Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance as specified under the General Conditions, Article 5.6, shall be provided by the Contractor. The Contractor shall purchase "All Risk" type Builder's Risk Insurance in an amount sufficient to cover all work under the Contract. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.
- 5.07 The Contractor shall require his insurance agent to certify on the insurance certificate that the insurance coverage specified by these Supplementary Conditions is fully in effect, both in scope and amount. If insurance coverage is affected with more than one company, the individual certificates shall identify the items of insurance which the individual companies cover. The insurance certificate shall contain a provision that coverages afforded under the policies will not be canceled or materially changed unless at least 30 days prior written notice has been given to the Owner.
- 5.08 Under Article 5, Delete Paragraphs 5.5, 5.6, 5.7, and 5.8.
- 5.09 The insurance policies shall include or be endorsed to include the following provisions:
- A. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the Contractor, and the Owner shall not be required to participate therewith.
 - B. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute therewith.
 - C. Failure of the Contractor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Owner.
 - D. All rights of subrogation against the Owner shall be waived.
 - E. The Contractor shall provide the Owner with certificates of insurance with applicable endorsements affecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. All required certificates of insurance shall be received by the Owner prior to commencement of any work under this contract.
 - F. All coverages for Subcontractors of the Contractor, if any, shall be subject to all of the requirements stated herein.
- 5.10 All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia.

5.11 All certificates of insurance shall name the officers and employees of the City of Lynchburg and Master Engineers and Designers, P.C. as additional insured.

5.12 A letter shall be written to the City stating that all insurance as required by the specifications has been provided for the duration of the project.

6.0 Contractor's Responsibilities:

6.01 Labor, Materials, and Equipment: Add the following to Paragraph 6.5: All materials incorporated in the work of this Contract shall be free of asbestos and other hazardous materials.

6.02 The Contractor is required to have a building permit issued by City of Lynchburg. A letter will be issued to Building Inspections requesting that the fee be waived prior to the Contractor making an application for the building permit. Contractor is responsible for all other permits and fees.

6.03 Indemnification: In Paragraph 6.33, change the word "Engineer" to "Owner" in two locations.

7.0 Inspectors: Add the following to Article 9, Paragraph 9.3:

7.01 Inspectors employed by the City of Lynchburg will be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials used. The inspector will not be authorized to revoke, alter, or waive any requirements of these specifications; however, he will have authority to reject materials or suspend the work until any questions or issues concerning materials can be referred to and decided by the Engineer. The presence or absence of an inspector shall not lessen the responsibility of the Contractor to properly perform the work.

8.0 Subcontractors: Add the following to Paragraph 14.7:

8.01 The Contractor shall take one of the two following actions within seven days after receipt of payment from the Owner with regards to work performed by a Subcontractor under their Contract:

- A. Pay the Subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the Subcontractor under the Contract, or
- B. Notify the Owner and Subcontractor, in writing, of his intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.

The Contractor will pay interest to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Owner for work performed by the Subcontractor under this Contract, except for amounts withheld as allowed above. Interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor. A Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the Owner's. A Contract modification may

not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9.0 Arbitration: Delete Article 16 - Arbitration.

9.01 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Disputes will be resolved by a Virginia Court of competent jurisdiction.

END OF SUPPLEMENTARY CONDITIONS

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

The following Terms and Conditions shall apply to the contract awarded for this project. Whenever there are discrepancies between these Terms and Conditions and other documents bound herein, the bidder shall base his bid and the resulting contract upon the information provided in this Section.

- 1.0 Acceptance of Deliverables: Contract deliverables will be submitted, reviewed, and accepted according to the following:
 - 1.01 General. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Scope of Work, and/or as subsequently modified by written amendment signed by both parties, all of which shall become part of the final Contract.
 - 1.02 Submittal and Initial Review. Upon written notification by the Contractor that a deliverable is completed and available for review and acceptance, the City's authorized representative will use best efforts to review the deliverable within (15) business days after the Deliverable is presented for review, but in no event shall review of such Deliverable require more than (20) business days by the City's authorized representative.
 - 1.03 Notice of Rejection. In the event of a partial or total rejection of a Deliverable, the City's authorized representative shall take immediate action to notify Contractor as to the reasons for rejection. Such notification shall be sufficiently detailed to allow the Contractor to determine why such deliverable is unacceptable. The Contractor may request in writing that the City provide additional information as required to affirm the rejection. The Contractor will either correct identified problems within 15 business days after receiving such request or present the City with a plan to fix such problems within a period of time that is acceptable to the City. Notwithstanding anything to the contrary, the Contractor shall not be relieved of his obligation to perform the services consistent with the terms of the Contract.
- 2.0 Fiscal Funding: Continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by City Council. If Council fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the contract shall terminate the date of the beginning of the first fiscal year for which funds are not appropriated, and the City shall notify Contractor 30 business days prior to such event. The Contractor is not obligated to continue work under this Contract if funding is insufficient.
- 3.0 Purchase Order/Amendments: This Contract includes a purchase order, and is considered the encumbrance document. Work outside the original Scope of Work as submitted, requires an amended scope of work approved by both parties, and shall specify price and applicable rates including expenses accompanied by a purchase order change document. Amendments and change orders are limited to twenty-five (25) percent of the original fixed amount or \$10, 000.00, whichever is greater. Change orders/Amendments shall reflect an extension of the original work scope, and must have had a provision for modification in the original proposal. Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, duly signed, and approved by the Purchasing Division or City Manager.
- 4.0 Nonassignability: Contractor shall not assign any interest in this Contract by assignment,

- transfer, or novation, without prior written consent of the City of Lynchburg. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City. Contractor may assign or transfer this Contract or its rights or obligations hereunder to a successor to the business of Contractor, with prior written approval of the City.
- 5.0 Auditors: Notice is hereby given and it is agreed that the City of Lynchburg, or its designees reserves the right to audit all accounts of the Contractor which relate to this Contract at no cost to the City or any other agency so authorized. Contractor agrees to retain all records books and other documents relevant to this Contract and the funds expended hereunder for at least three years after project acceptance, or as required by applicable law.
- 6.0 Insurance: Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors contained herein.
- 7.0 Licenses and Permits: Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete the Contract.
- 8.0 Taxes: Contractor is responsible for payment of all applicable taxes in connection with this Contract including business license, machinery and tool, property, sales or use, and any other associated applicable taxes.
- 9.0 Termination for Convenience: The performance of work under Contract may be terminated by the City upon written notice to the Contractor without cause, for any reason in whole or in part, whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a Contract, shall remain in full force and effect after termination. In the event of such termination the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.
- 10.0 Force Majeure: Neither party hereto shall be deemed to be in default of any provision of Contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.
- 11.0 Independent Contractor: No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to a contract. Contractor (including without limitation, its officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or

otherwise against the City for social security benefits, workers compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

12.0 Indemnification for Damages, Taxes and Contributions

12.01 Contractor shall indemnify, defend, and hold harmless the City, its officers, agents employees and volunteers from and against any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which the City may sustain or incur or which may be imposed upon it for injury or death of persons, or damage to property as a result of Contractor negligence. Such indemnification includes any damage to the person(s) or property(ies) of the Contractor and third parties.

12.02 Any and all Federal, state and local taxes, charge, fees, or contribution required to be paid with respect to facilitation of a contractual relationship, shall be borne by the Contractor.

13.0 Miscellaneous Provisions

13.01 Successors and Assigns: The Contractor shall insure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

13.02 Survival of Rights and Obligations: In the event of termination, the rights and obligations of the parties, which by their nature survive termination of the services covered by Contract, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts records and data shall be extended as provided in section termed herein as "Auditor", and the hold harmless agreement shall survive.

13.03 Drug and Alcohol Policy: Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on City premises or distribute it. Contractor shall maintain a drug-free workplace for Contractor's employees and post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition, and place in all of Contractor's advertisements and solicitations, that Contractor maintains a drug-free workplace and such prohibitions shall apply to Contractor's vendors and subcontractors.

13.04 Publicity: Contractor agrees to submit to the City all advertising, sales, promotion, and other public matter relating to any service furnished by Contractor wherein the City's name therewith may be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the City.

13.05 Attorneys Fees: In the event that suit is brought to enforce or interpret any part of a contract, the prevailing party shall be entitled to recover as an element of its cost of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgement. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall

- be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to recover its cost or attorney's fees.
- 13.06 No Conflict of Interest: Contractor represents that it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City contract.
- 13.07 No Discrimination: In connection with the performance of services provided under contract, Contractor shall not discriminate on the grounds of race, color, creed, ancestry, national origin, religion, sex, marital status, age, medical condition or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws. (Also see anti-collusion, anti-discrimination statement)
- 13.08 Non-Assignment of Contract: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of a contract or Contractor's right, title or interest in or to the same or any part thereof without the express written consent of the City; and any action by Contractor without the City's previous written consent shall be void.
- 13.09 Permitted Contracts with Certain Religious Organizations; Purpose; Limitations, Sec.2.2-4343.1 of the VPPA: Public bodies do not discriminate against faith-based organizations.

END OF ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

DRAWING INDEX

<u>Sheet No.</u>	<u>Discipline</u>	<u>Description</u>
A-1	Architectural	Architectural Demolition & New Work Plans and Schedules
C-1	Civil	Deck Plan
M-1	Mechanical	Mechanical Legend, Schedules, and Specifications
M-2	Mechanical	Mechanical Second Floor Demolition & New Work Plans
E-1	Electrical	Electrical Legend, Abbreviations, and Specifications
E-2	Electrical	Electrical Second Floor Demolition Plan
E-3	Electrical	Electrical Second Floor Plan and Schedules

END OF DRAWING INDEX

SECTION 01000 - GENERAL REQUIREMENTS

1.0 GENERAL

1.01 Summary of Work: Work covered by the Contract Documents consists of providing all work indicated on Drawings or required by Project Manual dated January 2004 for the SECOND FLOOR RENOVATIONS, COLLEGE HILL WATER FILTER PLANT.

1.02 Payment

A. Applications for Payment

- (1) The form of each application for payment shall be AIA Document G702 entitled, "Application and Certificate for Payment" accompanied by, "Continuation Sheet," AIA Document G703. Each application for payment by the Contractor, excluding the first, shall be accompanied by a "Contractor's Affidavit of Payment of Debts and Claims," AIA Document G706; "Contractor's Affidavit of Release of Liens," AIA Document G706A; and a DBE Usage Form (to be furnished by Owner). Payment for stored material delivered but not incorporated in the work will be the invoiced amount only. Stored materials drawdown shall be approved by the Owner. Submit applicable invoices with Application for Payment. Monthly partial payment request shall be submitted in **TRIPPLICATE** to Master Engineers and Designers, P.C. for approval by the 25th of the month so that the Owner can receive the approved payment request by the first working day of the next month. Partial payments shall be made on a monthly basis on or before the end of the next month for which the work was performed, in accordance with the Contract Documents.
- (2) The Owner shall pay to the Contractor 95 percent of the total amount due and the Owner shall retain five (5) percent of the amount due until all work has been performed strictly in accordance with the Contract Documents and until such work has been accepted by the Owner.

B. Change Order Procedures

- (1) No amount, in part or in whole, of a Change Order shall be included in a requisition for payment by the Contractor until the Change Order has been executed and copies of the Change Order have been distributed to the Owner and Contractor. Change orders shall be limited to a total project amount not exceeding \$10,000, unless signed and authorized by the City Manager in advance of the work authorization. Contractors are advised in advance that proceeding with work above the stated threshold, without the prior authorization of the City Manager's approval does not obligate the City to pay for work initiated or completed.
- (2) Proceed Orders: A Proceed Order is a device which enables the Owner to promptly order changes in the work which may involve changes in cost or contract time, or both pending preparation and execution of a formal Change Order.

- (3) Request for Change Order Proposal: The Owner may request the Contractor to submit a Change Order Proposal for changes in Contract work. The Contractor shall submit the proposal in accordance with contract requirements within a reasonable time. The Owner may issue to the Contractor a Proceed Order authorizing the required changes for an additional amount not to exceed, or a deduction of not less than the amount shown in the Proceed Order. If the Contractor is not in agreement with the amount stipulated in the Proceed Order, he shall, within a reasonable time after the issue date of the order, submit an equitable proposal and develop with the Owner a mutually acceptable price for the required change in work.
- (4) Change Order Proposal: Without further request and within a reasonable time from the issue date of a Proceed Order, the Contractor shall submit a written Change Order Proposal covering the work authorized in the Proceed Order so that a Change Order may be prepared for execution.

1.03 Existing Work:

- A. Removal and alteration of existing conditions shall include work necessary to provide final conditions as shown on drawings. Complete such work carefully to minimize disturbance to adjacent areas.
- B. Restore any areas disturbed during construction to their original condition, including backfill, seeding, planting, mulching, patching, paving, etc. to the satisfaction of the Owner and Engineer.
- C. Restore any areas disturbed during construction to their original condition, including patching, painting, etc. to the satisfaction of the Owner and the Engineer.
- D. If work is not as anticipate or involves structural considerations, notify Engineer prior to proceeding.
- E. Protect existing trees and vegetation to remain from physical damage.
- F. Removal of any trees, shrubs, grass, weeds, and other vegetation, improvements, or obstructions that interfere with installation of construction, unless extremely minor, shall be coordinated with Owner and/or Engineer.

1.04 Project Meetings:

- A. Contractor shall arrange a Preconstruction Conference within ten (10) days after the effective date of the Agreement. At a minimum, attendees shall include the Contractor, Owner, and Engineer. Items of discussion shall include, but not limited to the following:

Tentative Construction Schedule
Work Sequencing
Designation of Responsible Personnel
Use of the Premises
Office, Work and Storage Areas
Equipment/Material Deliveries and Priorities

Security and Working Hours
Housekeeping

- B. Progress Meetings: The Contractor shall hold weekly progress meetings to review progress to date and to resolve questions. Notify the Owner and Engineer at least one week in advance of the meeting to insure suitable date and time. Include meeting agenda with notification. Persons designated by the Contractor to participate in Progress Meetings shall have all required authority to commit the Contractor to decisions agreed upon.
 - C. Contractor shall record all meeting results and distribute copies to everyone in attendance and others affected by decisions made in meetings.
- 1.05 Submittals: The following submittals shall be submitted to Master Engineers and Designers, P.C.:
- A. Progress Schedules: Submit a detailed construction schedule prior to the Preconstruction Conference. Revise the schedule before each progress meeting.
 - B. Shop Drawings, Product Data, and Samples: Within 10 days of Notice to Proceed, prepare a submittal schedule fixing the dates for submission of shop drawings, product data, samples, and the like and update this schedule at each Progress Meeting to reflect the status of each submittal item.
 - (1) Submit five copies of all shop drawings.
 - (2) A maximum of three marked copies will be returned to the Contractor.
 - (3) Submit shop drawings, product data, samples, and the like as required by applicable specification sections within 30 days after award of Contract.
 - (4) Shop drawings shall be approved by Contractor and those Subcontractors whose work is associated with the subject equipment as being in accordance with Contract Documents, prior to submission.
 - (5) Where contents of submittal literature from manufacturer's include data not pertinent to the submittal, clearly indicate which portion of the contents is not being submitted for review.
 - (6) Consecutively number all submittals. Accompany each submittal with a letter of transmittal showing the transmittal number, date, brief description of submittal, and the company name of the originator of the submittal. On at least the first page of each copy of each submittal, indicate the transmittal number and name of project.
 - (7) When material is resubmitted for any reason, transmit under a new letter of transmittal with a new number, indicate by reference to previous submittal that this is a resubmittal. Make any corrections and resubmit the required number of corrected copies of Shop Drawings or new samples.

- (8) Submit all samples of the exact article/material proposed to be furnished and in the quantity which is required to be returned plus one which will be retained.
 - (9) Unless the precise color and pattern is specifically described in the Contract Documents, submit color charts and pattern charts for review and selection. A complete line of finish material samples and colors of same for the preparation of a project master color schedule shall be submitted at one time. Partial color selections will not be made.
 - (10) Failure to comply with these requirements will result in the submittal being returned unprocessed.
- C. Schedule of Values: Submit detailed Schedule of Values at least 10 days prior to first application for payment. The Owner or his representative must approve the Schedule of Values.

1.06 Construction Facilities and Temporary Controls:

- A. Arrangements for access to the site, workmen's parking locations, sites for storing material, sanitary facilities, utilities during construction, etc., shall be coordinated by the Contractor with the Owner.
- B. Project Identification: A project sign is not required. No unauthorized signs will be permitted without written authorization of the Engineer.
- C. Under no circumstances shall the Contractor, workmen, subcontractors, etc. be allowed to use the Owner's telephone service.

1.07 Materials and Equipment

- A. Quality: Material and Equipment Incorporated into the Work:
 - (1) Conform to applicable specifications and standards.
 - (2) Comply with size, make, type, and quality selected, or as specifically approved in writing by the Owner.
 - (3) Do not use material or equipment for any purpose other than that for which it is designed or is specified.
 - (4) When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation. Maintain one set of complete instructions at the job site during installation and until completion. Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Owner for further instructions. Do not proceed with work without clear instructions. Perform work in accordance with manufacturer's

instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

B. Transportation and Handling

- (1) Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event specified items will not be available, notify the Engineer prior to submission of bids. Costs of delays because of non-availability of specified items, when not identified by the Contractor prior to submission of bids shall not be borne by the Owner.
- (2) Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- (3) Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

C. Storage and Protection

- (1) Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by the elements in weathertight enclosures. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- (2) Exterior Storage: Store fabricated products above the ground, on blocking or skids; prevent soiling or staining; cover products which are subject to deterioration with impervious sheet coverings; and provide adequate ventilation to avoid condensation.
- (3) Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.

D. Project Substitutions

- (1) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to the Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions.

- (a) No major changes in the construction, design intent, or to any services or modifications to other equipment of the project would be required. Changes required to accommodate substituted items or the cost to repair and damage resulting from effecting such changes or modifications made necessary or caused by substitution shall be made by the Contractor at no additional cost or time delay.
 - (b) Features of quality, capacity, construction, performance, appearance, size, arrangement, and general utility including economy of operation of substitutes offered, either parallel or exceed those of specified products.
 - (c) The provisions of Article 6.30 of the General Conditions and any other guarantees, if required by the specification sections, shall apply in full force and effect to the performance of such substitute products, approved for incorporation into the work.
 - (2) Technical data covering the proposed substitution shall be furnished with the request.
- 1.08 Testing: Tests called for by other than public authorities shall be made by approved independent laboratories with the full cooperation of the Contractor. The laboratory charges shall be borne by the Contractor unless otherwise specified. Testing services other than those called for in these contract documents may be called for by the Owner to check compliance with specifications, the testing service charges will be borne by the Owner, but when non-compliance with specification is indicated, the testing service charges will be deducted from the Contract Sum.
- 1.09 Utilities:
- A. Existing utilities shall be located, protected, and rerouted as necessary during construction. All utilities affected by construction shall be relocated or replaced in a workmanlike manner.
 - B. It is not the intent of these specifications to identify each existing utility, but the responsibility of the Contractor to maintain, repair, or restore all utilities. Contractor shall be responsible for the cost of any damages to utilities caused by the construction.
- 1.10 Cleaning:
- A. Maintain the site in a neat and orderly condition at all times. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work. Provide adequate storage for all items waiting removal from the site. No open accumulation of refuse will be permitted. Debris must be removed from the site on a daily basis.
 - B. Schedule a final cleaning as approved by the Engineer to enable the Owner to accept a completely clean project.
- 1.11 Owner Occupancy: The Owner is now occupying and operating in the building and will continue to do so during the progress of the work covered by this Contract. The Contractor shall plan his

work to minimize disruption of normal operating procedures and shall cooperate fully and coordinate his work with Building Management in all aspects, including, but not limited to:

- A. Coordinate with the building management all construction affecting occupied areas of the building. The Contractor, Owner, and Building Management will confer on an acceptable schedule for the entire project.
- B. Keep all passages to and in the building open and free from obstructions at all times for the use of employees, public, and staff of the Owner and provide ample protection of existing equipment and apparatus, as well as the employees, staff, and public, against the elements and possible harm or injury from any operations of the Contractor during the entire period of construction.
- C. The existing building interior and all furnishings and equipment to remain in the construction areas shall be protected from weather, dust, and dirt at all times during the construction.
- D. Existing services must be maintained for the Owner's occupancy. Aspects of the construction which involve the temporary interruption of essential services shall be scheduled in consultation with the Owner and Building Management and shall not be of longer duration than essential to accomplish the purpose of such interruption.
- E. Contractor shall take precautions as necessary to prevent migration into existing occupied facility of noxious, irritating or hazardous fumes and gases. When sealants, adhesives, compounds, cleaners, lubricants, paints, etc., are to be applied, provide adequate exhaust to exterior of building away from air intakes or arrange to accomplish such work during non-working hours. Provide fresh air ventilation as required to work safely in confined areas.
- F. Dust Control: Contractor shall ensure that dust is held to an absolute minimum along all portions of the work. Erect temporary partitions as required.
- G. Operations which require the use of machines which produce excessive noise such as rotary hammers, jack hammers, etc., as well as machines which will produce structural vibrations shall be coordinated with the Owner and/or Building Management prior to execution.
- H. The Owner reserves the right to place and install equipment in completed areas of the building and to occupy completed areas prior to substantial completion, provided that occupancy does not interfere with completion of the work.
- I. Keep all roadways, parking lots, and footpaths free from obstructions at all times for the use of employees, public, and staff of the Owner and provide ample protection of existing equipment and apparatus, as well as the employees, staff, and public, against the elements and possible harm or injury from any operations of the Contractor during the entire period of construction.
- J. Barricades, Warning Signs and Lights: Comply with standards and Code requirements for erection of structurally adequate barricades. Paint with approved colors, graphs and warning signs to inform of the hazard being protected against. Where appropriate and

needed, provide lighting, including flashing lights. Install substantial temporary enclosure of partially completed areas of construction.

- 1.12 Site Security: Security measures shall be coordinated with the Owner. Caution shall be maintained by the Contractor to ensure the building and supplies and equipment stored on the site are secured at all times.
- 1.13 Asbestos Survey: As required by Title 36-99.7 of the Code of Virginia, the City has conducted an asbestos survey. Upon request, this survey will be provided to the Contractor.
- 1.14 Contract Closeout shall include the following items prior to submission of final Application for Payment by the Contractor:
 - A. Correct all punch list items.
 - B. Schedule a final cleaning as approved by the Engineer to enable the Owner to accept a completely clean project. Clean up all debris; remove stains, spots, marks, and dirt; remove paint spots and smears from all surfaces; and clean fixtures.
 - C. Provide one complete set of drawings and project manual recording all changes to the work to indicate actual installation. All addenda items, bulletin drawings, change order items, field changes, and items changed during project meetings shall be included on the Record Drawings. Changes shall be noted in legible red letters at least 1/8 inch high. These records are a specific Contract requirement, and final payment will not be made until these drawings and project manual have been submitted in an acceptable form.
 - D. Submit three copies of all operating and maintenance manuals. Manuals shall be in durable plastic binders approximately 8-1/2" x 11" in size and with at least the following:
 - (1) Identification on, or readable through, the front cover stating general nature of the Manual.
 - (2) Neatly typewritten index near the front of the Manual.
 - (3) Complete instruction regarding operation and maintenance of all equipment involved.
 - (4) Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of nearest vendor.
 - (5) Copy of all guarantees and warranties.
 - (6) Copy of approved shop drawings with all data concerning all changes made during construction.
 - (7) All manufacturers' catalog pages clearly marked to indicate precise items included in the installation and all other items deleted or otherwise clearly indicated that they are not part of the installation.

- E. At the conclusion of the project, the Contractor shall submit a complete list of Subcontractors, manufacturers, and suppliers who participated in the construction or who furnished materials or equipment. The address of each firm shall be included, together with types of materials or work performed.
- F. Statement of payment of taxes.
- G. Affidavit of Payment of Debts and Claims.
- H. Affidavit of Release of Liens.

END OF SECTION 01000

SECTION 01045 - CUTTING AND PATCHING

1.0 GENERAL

- 1.01 This section specifies administrative and procedural requirements for cutting and patching.
- 1.02 Approval by the Owner to proceed with cutting and patching does not waive the Owner's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

2.0 PRODUCTS

- 2.01 Not applicable.

3.0 EXECUTION

- 3.01 Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding if unsafe or unsatisfactory conditions are encountered. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts.
- 3.02 Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions.
- 3.03 Employ skilled workmen to perform cutting and patching. Cut existing construction to provide for installation of components and patch to restore surfaces to their original condition.
- 3.04 Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- 3.05 Patch with durable seams that are as invisible as possible. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
- 3.06 Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- 3.07 Thoroughly clean areas and spaces where cutting and patching is performed.

END OF SECTION 01045